

HONORABLE JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

TIFFANY HILL, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

XEROX BUSINESS SERVICES, LLC, a
Delaware Limited Liability Company,
LIVEBRIDGE, INC., an Oregon Corporation,
AFFILIATED COMPUTER SERVICES,
INC., a Delaware Corporation, AFFILIATED
COMPUTER SERVICES, LLC, a Delaware
Limited Liability Company,

Defendants.

NO. 2:12-cv-00717-JCC

**SECOND AMENDED CLASS
ACTION COMPLAINT**

Plaintiff Tiffany Hill, by her undersigned attorneys, for this class action complaint
against Defendants Xerox Business Services, LLC, LiveBridge, Inc., Affiliated Computers
Services, Inc., and Affiliated Computers Services, LLC (collectively “ACS” or “Defendants”),
alleges as follows:

I. INTRODUCTION

1.1 Nature of Action. Plaintiff Tiffany Hill brings this action against Defendants for
engaging in a systematic scheme of wage and hour abuse against customer service employees
in the state of Washington. This scheme has involved, among other things, requiring or

1 permitting employees to work off the clock, failing to pay employees for all hours worked,
 2 allowing employees to perform unpaid work during meal and rest periods, and failing to pay
 3 employees for overtime work.

4 **II. JURISDICTION AND VENUE**

5 2.1 Jurisdiction. Defendants are within the jurisdiction of this Court. This Court
 6 has jurisdiction over this case under 28 U.S.C. § 1332(d)(2) in that: (1) this is a class action
 7 with more than one hundred (100) class members; (2) Defendant Xerox Business Services,
 8 LLC (“Xerox”) is a citizen of the state of Delaware; Defendant Affiliated Computer Services,
 9 Inc. is a citizen of the state of Delaware; Defendant Affiliated Computer Services, LLC is a
 10 citizen of the state of Delaware; and Defendant Livebridge, Inc. (“Livebridge”) is a citizen of
 11 the state of Oregon; (3) Plaintiff is a resident of the state of Washington; and (4) upon
 12 information and belief, the matter in controversy exceeds the sum or value of \$5,000,000,
 13 exclusive of interest and costs.

14 2.2 Venue. Venue of this case in this Court is proper: (1) pursuant to 28 U.S.C.
 15 § 1391(a)(1) in that Defendants do sufficient business in this District to subject them to
 16 personal jurisdiction herein; and (2) pursuant to 28 U.S.C. § 1391(a)(2) in that a substantial part
 17 of the events or omissions giving rise to the claim occurred in this District.

18 2.3 Governing Law. The claims of Plaintiff and the Class members asserted in this
 19 class action complaint are brought solely under state law causes of action and are governed
 20 exclusively by Washington law. The claims of Plaintiff and the Class members are individual
 21 claims and do not unite or enforce a single title or right to which Plaintiff and the Class have a
 22 common and undivided interest.

23 **III. PARTIES**

24 3.1 Plaintiff Tiffany Hill. Plaintiff Hill is a citizen of Washington State. Plaintiff
 25 Hill was solicited for an ACS customer service position by means of an ACS Internet job
 26 posting on Craigslist. The job posting expressly stated that employees of ACS would be paid

1 hourly rates for hours worked and impliedly represented that employees of ACS would be paid
 2 in conformity with Washington law. Ms. Hill applied for the advertised position and was hired
 3 by ACS as a non-exempt customer care assistant in September 2011. Plaintiff Hill was
 4 employed by ACS as a customer care assistant in one of Defendants' call centers in Federal
 5 Way, Washington from September 2011 to April 2012. ACS required Plaintiff Hill to perform
 6 unpaid work off-the-clock before and after her scheduled shift. ACS failed to pay Plaintiff Hill
 7 for all hours worked, including overtime hours. ACS terminated Plaintiff Hill on April 6, 2012
 8 and willfully failed to pay the wages due to her.

9 3.2 Defendant Xerox Business Services, LLC. Xerox is a Delaware LLC with its
 10 headquarters in Texas. Xerox is licensed to do business in Washington and conducts business
 11 in Washington. Xerox has employed thousands of employees in Washington, including
 12 Plaintiff and the proposed Class members. On information and belief, Xerox is either the
 13 parent company or affiliate of co-Defendants Livebridge, Affiliated Computer Services, Inc.,
 14 and Affiliated Computer Services, LLC, and Xerox has exercised control over Livebridge and
 15 the Affiliated Computer Services companies. Xerox conducts business in and employs
 16 thousands of employees in the Western District of Washington.

17 3.3 Defendant Livebridge, Inc. Livebridge is an Oregon corporation with its
 18 headquarters in Texas. On information and belief, Livebridge is the subsidiary company or
 19 affiliate of co-Defendant Xerox. Livebridge is licensed to do business in Washington and
 20 conducts business in Washington. On information and belief, Livebridge has employed
 21 thousands of employees in Washington, including Plaintiff and the proposed Class members.

22 3.4 Defendant Affiliated Computer Services, Inc. Affiliated Computer Services,
 23 Inc. is a Delaware corporation with its headquarters in Texas. On information and belief,
 24 Affiliated Computer Services, Inc. is the subsidiary or affiliate of co-Defendant Xerox and was
 25 acquired by Xerox Corporation in 2010. Affiliated Computer Services, Inc. is licensed to do
 26 business in Washington and has conducted business in Washington. On information and belief,

1 Affiliated Computer Services, Inc. has employed thousands of employees in Washington,
2 including Plaintiff and the proposed Class members.

3 3.5 Defendant Affiliated Computer Services, LLC. Affiliated Computer Services,
4 LLC is a Delaware limited liability company with its headquarters in Texas. On information
5 and belief, Affiliated Computer Services, LLC is the subsidiary or affiliate of co-Defendant
6 Xerox. Affiliated Computer Services, LLC became licensed to do business in Washington on
7 January 19, 2010 and on information and belief, has conducted business in Washington. On
8 information and belief, Affiliated Computer Services, LLC employs thousands of employees in
9 Washington, including the proposed Class members.

11 IV. CLASS ACTION ALLEGATIONS

12 4.1 Class Definition: Pursuant to Federal Rule of Civil Procedure 23, Plaintiff brings
13 this case as a class action on behalf of a Class defined as follows:

14 All current and former employees of Defendants Xerox Business
15 Services, LLC, Livebridge, Inc., Affiliated Computers Services,
16 Inc., and/or Affiliated Computer Services, LLC who have worked
17 at any of Defendants' facilities in the State of Washington as
18 Customer Care Assistants, Customer Care Representatives,
19 Customer Service Representatives, Customer Service Associates,
20 or in other similar positions between June 5, 2010 and the date of
21 final disposition of this action.

22 Excluded from the Class are Defendants, any entity in which a Defendant has a controlling
23 interest or that has a controlling interest in a Defendant, and Defendants' legal representatives,
24 assignees, and successors. Also excluded are the judge to whom this case is assigned and any
25 member of the judge's immediate family.

26 4.2 Numerosity. Plaintiff believes there are over six thousand current or former
ACS employees composing the Class. The members of the Class are so numerous that joinder
of all members is impracticable. Moreover, the disposition of the claims of the Class in a
single action will provide substantial benefits to all parties and the Court.

1 4.3 Commonality. There are numerous questions of law and fact common to
2 Plaintiff and Class members. These questions include, but are not limited to, the following:

3 a. Whether Defendants have engaged in a common course of failing to
4 properly compensate customer service employees for all hours worked, including overtime;

5 b. Whether Defendants have engaged in a common course of requiring or
6 permitting customer service employees to work off the clock without compensation;

7 c. Whether Defendants have engaged in a common course of requiring or
8 permitting customer service employees not to report all hours worked;

9 d. Whether Defendants have engaged in a common course of failing to
10 maintain true and accurate time records for all hours worked by customer service employees;

11 e. Whether Defendants have violated RCW 49.46.130;

12 f. Whether Defendants have violated RCW 49.46.090;

13 g. Whether Defendants have violated RCW 49.48.010;

14 h. Whether Defendants have violated RCW 49.52.050;

15 i. Whether Defendants have violated the Washington Consumer Protection
16 Act, RCW 19.86.010 – .920;

17 j. Whether Defendants have violated RCW 49.12.020;

18 k. Whether Defendants have violated WAC 296-126-092; and

19 l. The nature and extent of class-wide injury and the measure of
20 compensation for such injury.

21 4.4 Typicality. The claims of the Plaintiff Hill are typical of the claims of the Class.
22 Plaintiff Hill was employed in Washington by Defendants as a Customer Care Assistant and
23 thus is a member of the proposed Class. Plaintiff Hill's claims, like the claims of the Class,
24 arise out of the same common course of conduct by Defendants and are based on the same legal
25 and remedial theories.
26

1 4.5 Adequacy. Plaintiff Hill will fairly and adequately protect the interests of the
 2 Class. Plaintiff Hill has retained competent and capable attorneys who are experienced trial
 3 lawyers with significant experience in complex and class action litigation, including
 4 employment law. Plaintiff Hill and her counsel are committed to prosecuting this action
 5 vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiff
 6 Hill nor her counsel have interests that are contrary to or that conflict with those of the
 7 proposed Class.

8 4.6 Predominance. Defendants have engaged in a common course of wage and hour
 9 abuse toward Plaintiff Hill and members of the Class. The common issues arising from this
 10 conduct that affect Plaintiff Hill and members of the Class predominate over any individual
 11 issues. Adjudication of these common issues in a single action has important and desirable
 12 advantages of judicial economy.

13 4.7 Superiority. Plaintiff Hill and Class members have suffered and will continue to
 14 suffer harm and damages as a result of Defendants' unlawful and wrongful conduct. Absent a
 15 class action, however, most Class members likely would find the cost of litigating their claims
 16 prohibitive. Class treatment is superior to multiple individual suits or piecemeal litigation
 17 because it conserves judicial resources, promotes consistency and efficiency of adjudication,
 18 provides a forum for small claimants, and deters illegal activities. There will be no significant
 19 difficulty in the management of this case as a class action. The Class members are readily
 20 identifiable from Defendants' records.

21 **V. SUMMARY OF FACTUAL ALLEGATIONS**

22 5.1 Common Course of Conduct. Defendants have engaged in, and continue to
 23 engage in, a common course of wage and hour abuse against customer service employees in the
 24 state of Washington. Defendants solicit these employees, including Plaintiff Hill, from the
 25 Washington labor market using advertisements and postings on Internet websites, including but
 26 not limited to Craigslist. In its advertisements and postings on Internet websites, Defendants

1 expressly represent that employees will be paid at hourly rates for hours worked and impliedly
 2 represent that employees will be paid in conformity with Washington law. Defendants operate
 3 or have operated facilities in Federal Way, Kent, Auburn, Tumwater, Lacey, and Spokane. In
 4 these facilities, Defendants provide “customer care” services to companies such as Verizon
 5 Wireless, Red Lion Hotels, and TicketsWest, and employs thousands of customer service
 6 employees to field telephone calls for such companies. Defendants pay customer service
 7 employees based on a hybrid model that combines hourly rates with per-minute rates and/or
 8 per-unit rates for time spent on telephone calls with customers and/or other tasks (the “ABC”
 9 compensation system). Defendants’ compensation system results in employees performing
 10 unpaid work off-the-clock, during rest and meal periods, and during scheduled shifts.
 11 Defendants fail to record and track all regular and overtime hours by customer service
 12 employees. For example, instead of recording and tracking all regular and overtime hours
 13 worked, Defendants only record and track the time in which customer service employees are
 14 logged into the phone system and taking calls or in special training sessions. As another
 15 example, Defendants require customer service employees to perform uncompensated, off-the-
 16 clock work when the employees are not logged into the time-keeping system and when the
 17 employees are logged into certain auxiliary codes in the system. Defendants also fail to pay
 18 employees for all overtime work.

19 5.2 Off-the-Clock Work. Defendants’ common course of wage and hour abuse
 20 includes routinely failing to compensate customer service employees for off-the-clock work.
 21 As a result of this off-the-clock work, Defendants’ customer service employees are deprived of
 22 straight-time and overtime wages. Defendants have had actual or constructive knowledge of
 23 the fact that customer service employees are not being compensated for off-the-clock work.

24 a. Pre-Shift Work. During the applicable statute of limitations period,
 25 Defendants required Plaintiff Hill and proposed Class members to perform unpaid, pre-shift
 26 work, including but not limited to finding an open computer terminal, starting the computer

1 system by entering a username and password, opening multiple programs required for their
2 work—including but not limited to the customer call database, the employee “notepad”
3 program, the “Doorways” program, the phone call “timer,” the IEX schedule, the department
4 phone number spreadsheet for call transfers, and the ACSS customer database—and waiting for
5 all necessary programs to load, all before officially logging on to the time-keeping system to
6 “start” their scheduled shifts. The time for which Defendants’ customer service employees are
7 paid begins only when they log on to their phone or other work systems, which they are not
8 allowed to do until their scheduled shift start time. Plaintiff Hill and proposed Class members
9 are not paid for work performed before logging on to the system. During training, Defendants
10 emphasize to customer service employees that they must arrive at work 15 minutes prior to
11 their scheduled shift time in order to find a computer terminal, activate the computer, open
12 required programs, and perform other tasks before logging on to the system (and thus starting
13 the time clock) and beginning their first transaction. Defendants pay customer service
14 employees only for the time they are logged on to the system, which normally corresponds with
15 the scheduled shift time, not the time they are actually working. In fact, employees are not
16 permitted to log on to the system and start the time clock until they have completed all of their
17 pre-log-on work. But if Plaintiff Hill and proposed Class members are not logged on to the
18 system at their scheduled start time, they receive “points” which lead to discipline, up to and
19 including termination. On information and belief, Plaintiff Hill and proposed Class members
20 spend approximately 15 minutes per day working on pre-shift activities alone. The preliminary
21 activities are necessary for Plaintiff Hill and proposed Class members to perform their principal
22 work activities and are part of Defendants’ ordinary course of business. Defendants have had
23 actual or constructive knowledge of the fact that customer service employees are not being
24 compensated for pre-shift work.

b. Post-Shift Work. During the applicable statute of limitations period, Defendants required Plaintiff Hill and proposed Class members to perform unpaid work after logging out of the system (i.e., clocking out). After logging out of the system and “ending” their scheduled shifts, Plaintiff Hill and proposed Class members were required to close several programs on their computers and sign out of the computers. During training, Defendants emphasize to customer service employees that they must log out of their system (i.e., clock out) before closing any open programs on their computers. The computer programs that customer service employees must close after “clocking out” can include but are not limited to the customer call database, the employee “notepad” program, the “Doorways” program, the phone call “timer,” the IEX schedule, the department phone number spreadsheet for call transfers, and the ACSS customer database. On information and belief, Plaintiff Hill and proposed Class members spend approximately 10–15 minutes per day working on post-shift activities alone. In addition, on information and belief, Defendants require customer service employees to perform unpaid follow-up work and “call-backs” to customers outside of the employees’ scheduled shift time.

5.3 Other Unpaid Work. During the applicable statute of limitations period, Defendants have failed to pay Plaintiffs and proposed Class members for all hours worked during the scheduled and recorded workday. Under Defendants’ ABC or incentive-based compensation plans, Defendants record and pay for the work of Plaintiffs and proposed Class using separate per-minute, per-unit, or per-hour rates for assigned customer service tasks and other activities. Under the ABC plan, Defendants do not pay for all hours worked by Plaintiffs and proposed Class members. Moreover, Defendants’ compensation system results in employees performing unpaid work during rest periods and meal periods. Defendants have had actual or constructive knowledge of the fact that customer service employees are not being compensated for all hours worked, including hours worked during rest periods and meal periods.

5.4 Overtime. Defendants' common course of wage and hour abuse includes routinely failing to properly record and compensate customer service employees for all overtime hours worked. Customer service employees are entitled to one and one-half times the regular rate of pay for all hours worked in excess of 40 hours per week. As outlined above, Defendants fail to pay for pre-shift and post-shift work performed by customer service employees, which results in failure to pay customer service employees for one and one-half times the regular rate of pay for all hours worked in excess of 40 hours per week. Defendants have had actual or constructive knowledge of the fact that customer service employees are not being compensated for all overtime hours worked.

VI. FIRST CLAIM FOR RELIEF

(Violations of RCW 49.46.090 – Failure to Pay Minimum Wage)

6.1 Plaintiff Hill realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

6.2 Defendants failed to pay Plaintiff Hill and the Class for all hours worked.

6.3 Under RCW 49.46.090, employers must pay employees all wages to which they are entitled under the Washington Minimum Wage Act. If the employer fails to do so, RCW 49.46.090 requires that the employer pay the employee the full amount of the statutory wage rate less any amount actually paid to the employee.

6.4 By the actions alleged above, Defendants has violated the provisions of RCW 49.46.090.

6.5 As a result of the unlawful acts of Defendants, Plaintiffs have been deprived of compensation in amounts to be determined at trial and pursuant to RCW 49.46.090, Plaintiffs are entitled to the recovery of such damages, including interest thereon, as well as attorneys' fees and costs.

VII. SECOND CLAIM FOR RELIEF
(Violations of RCW 49.46.130 — Failure to Pay Overtime)

7.1 Plaintiff Hill realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

7.2 RCW 49.46.130 provides that “no employer shall employ any of his employees for a workweek longer than 40 hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.”

7.3 By the actions alleged above, Defendants have violated the provisions of RCW 49.46.130.

7.4 As a result of the unlawful acts of Defendants, Plaintiff Hill and the Class have been deprived of compensation in amounts to be determined at trial and pursuant to RCW 49.46.090, Plaintiff Hill and the Class are entitled to recovery of such damages, including interest thereon, as well as attorneys’ fees and costs.

VIII. THIRD CLAIM FOR RELIEF
(Violations of RCW 49.48.010 – Failure to Pay Wages Owed at Termination)

8.1 Plaintiff Hill realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

8.2 RCW 49.48.010 provides that “[w]hen any employee shall cease to work for an employer, whether by discharge or by voluntary withdrawal, the wages due him on account of his employment shall be paid to him at the end of the established pay period.”

8.3 By the actions alleged above, Defendants have violated the provisions of RCW 49.48.010.

8.4 As a result of Defendants’ unlawful acts, Plaintiff Hill and the Class have been deprived of compensation in amounts to be determined at trial and, are entitled to such damages, including interest thereon, and pursuant to RCW 49.48.030, Plaintiff Hill and Class members are entitled to payment of attorneys’ fees as well.

IX. FOURTH CLAIM FOR RELIEF
(Violations of RCW 49.12.020 and WAC 296-126-092 —
Failure to Provide Rest and Meal Periods)

9.1 Plaintiff Hill realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

9.2 RCW 49.12.010 provides that “[t]he welfare of the state of Washington demands that all employees be protected from conditions of labor which have a pernicious effect on their health. The state of Washington, therefore, exercising herein its police and sovereign power declares that inadequate wages and unsanitary conditions of labor exert such pernicious effect.”

9.3 RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in any industry or occupation within the state of Washington under conditions of labor detrimental to their health.”

9.4 Pursuant to RCW 49.12.005 and WAC 296-126-002, conditions of labor “means and includes the conditions of rest and meal periods” for employees.

9.5 WAC 296-126-092 provides that employees shall be allowed certain paid rest and meal periods during their shifts.

9.6 By the actions alleged above, including the failure to provide customers service employees proper rest and meal periods, Defendants have violated the provisions of RCW 49.12.020 and WAC 296-126-092.

9.7 As a result of the unlawful acts of Defendants, Plaintiff Hill and the Class have been deprived of compensation in amounts to be determined at trial, and Plaintiff and the Class are entitled to the recovery of such damages, including interest thereon, as well as attorneys’ fees pursuant to RCW 49.48.030 and costs.

X. FIFTH CLAIM FOR RELIEF
(Violation of RCW 49.52.050 — Willful Refusal to Pay Wages)

10.1 Plaintiff Hill realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

1 10.2 RCW 49.52.050 provides that any employer or agent of any employer who,
2 “[w]ilfully and with intent to deprive the employee of any party of his wages, shall pay any
3 employee a lower wage than the wage such employer is obligated to pay such employee by any
4 statute, ordinance, or contract” shall be guilty of a misdemeanor.

5 10.3 Defendants’ violations of RCW 49.46.130, RCW 49.46.090, RCW 49.48.010,
6 RCW 49.12.020, and WAC 296-126-092, as discussed above, were willful and constitute
7 violations of RCW 49.52.050.

8 10.4 RCW 49.52.070 provides that any employer who violates the provisions of
9 RCW 49.52.050 shall be liable in a civil action for twice the amount of wages withheld,
10 attorneys’ fees, and costs.

11 10.5 By the actions alleged above, Defendants have violated the provisions of
12 RCW 49.52.050.

13 10.6 As a result of the willful, unlawful acts of Defendants, Plaintiff Hill and the
14 Class have been deprived of compensation in amounts to be determined at trial and pursuant to
15 RCW 49.52.070, Plaintiff Hill and the Class are entitled to recovery of twice such damages,
16 including interest thereon, as well as attorneys’ fees and costs.

17 **XI. SIXTH CLAIM FOR RELIEF**

18 **(Violations of Washington’s Consumer Protection Act – RCW 19.86)**

19 11.1 Plaintiff Hill realleges and incorporates by reference each and every allegation
20 set forth in the preceding paragraphs.

21 11.2 Defendants have engaged in unfair or deceptive acts or practices by engaging in
22 the following courses of conduct: (i) soliciting employees, including Plaintiff Hill, from the
23 general public and expressly representing that employees will be paid hourly rates for hours
24 worked, and impliedly representing that employees will be paid in conformity with Washington
25 law; (ii) failing to record and pay employees for straight time and overtime; (iii) requiring or
26 permitting employees to work off the clock; (iv) violating RCW 49.46.130; (v) violating RCW
49.46.090; (vi) violating RCW 49.52.050; and (vii) violating RCW 49.48.010.

11.4 Defendants’ unfair and deceptive acts and practices affect the public interest. RCW 49.12.010 provides, “The welfare of the state of Washington demands that all employees be protected from conditions of labor which have a pernicious effect on their health.” Thus, the Washington public has a strong interest in seeing that the provisions of Washington’s wage and hour laws are enforced. Further, the unfair and deceptive acts and practices were committed in the general course of Defendants’ business in Washington and have already injured thousands of Washington residents. There is likelihood that Defendants’ practices will injure other members of the Washington public, particularly since Defendants solicit employees from Washington’s general labor market and expressly represent that employees will be paid an hourly rate for hours worked and impliedly represent that employees will be paid in conformity with Washington law. Moreover, Defendants receive services from employees for which Defendants do not pay, unlike their competitors. Finally, Washington does not recover taxes on that unpaid labor.

11.5 As a direct and proximate cause of Defendants' unfair and deceptive acts and practices, Plaintiff Hill and the Class have been injured and are entitled to recover treble damages, attorneys' fees, and costs pursuant to RCW 19.86.090.

WHEREFORE, Plaintiff Hill, on her own behalf and on behalf of the members of the Class, pray for judgment against Defendants as follows:

A. Certification of the proposed Plaintiff Class;

1 B. A declaration that Defendants are financially responsible for notifying all Class
2 members of its wage and hour violations;

3 C. Appoint Plaintiff Hill as representative of the Class;

4 D. Appoint the undersigned counsel as counsel for the Class;

5 E. Declare that Defendants' actions complained of herein violate RCW 49.46.090,
6 RCW 49.46.130, RCW 49.48.010, RCW 49.52.050, RCW 49.12.020, WAC 296-126-092, and
7 RCW 19.86;

8 F. Enjoin Defendants and their officers, agents, successors, employees,
9 representatives, and any and all persons acting in concert with Defendants, as provided by law,
10 from engaging in the unlawful and wrongful conduct set forth herein;

11 G. Award Plaintiff Hill and the Class compensatory and exemplary damages, as
12 allowed by law;

13 H. Award Plaintiff Hill and the Class attorneys' fees and costs, as allowed by law;

14 I. Award Plaintiff Hill and the Class prejudgment and post-judgment interest, as
15 provided by law;

16 J. Permit Plaintiff Hill and the Class leave to amend the Complaint to conform to
17 the evidence presented at trial; and

18 K. Grant such other and further relief as the Court deems necessary, just, and
19 proper.
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1 RESPECTFULLY SUBMITTED AND DATED this 22nd day of January, 2013.

2 TERRELL MARSHALL DAUDT & WILLIE PLLC

3 By: /s/ Toby J. Marshall, WSBA #32726

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26 *Attorneys for Plaintiff Hill*

CERTIFICATE OF SERVICE

I, Toby J. Marshall, hereby certify that on January 22, 2013, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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DATED this 22nd day of January, 2013.

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